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April 10, 2003

VIA FACSIMILE - 513-651-6981

Scott D. Phillips, Esq.
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201 East Fifth Street
Cincinnati, Ohio 45202

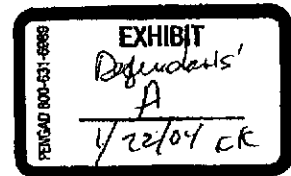
Re: The Kroger Co. v. Malese Foods Corp.
f/k/a Malese Foods Corp.
Case No.: 0-1-02 439

Dear Mr. Phillips:

In accordance with the agreement reached during our conference on April 1, 2003, my client Malese Foods Corp. hereby makes the following designations pursuant to FRCP 26(a)(1):

1. April 1, 1983 lease of facility in Bowling Green Kentucky - Complaint ¶11.
2. April 1, 1983 lease of facility in Murfreesboro, Tennessee - Complaint ¶11.
3. April 1, 1983 lease of facility in San Marcos, Texas - Complaint ¶11.
4. June 1, 1983 conveyance by Balkhouse of fee simple title to each of the sites to Balkhouse Associates - Complaint ¶17.
5. June 1, 1983 single lease agreement between Balkhouse and Associates for all sites - Complaint ¶17.
6. June 1, 1983 Balkhouse assignment under June lease to Malese - Complaint ¶18.

EXHIBIT *A*



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To: S. Phillips

Re: Kroger/Malease

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7-9. June 1, 1983 two party agreement between Malease and Associates for each of the three sites - Complaint ¶ 19.

10. Deed of trust from Balkhouse Properties Corp. to Neil E. Newsome dated as of April 1, 1983.

11. October 23, 1990 letter from Guerry Jordon of Guaranty Title & Abstract Company to Valerie Garber of Kroger.

12. May 26, 1983 indemnity and impleader agreement between Balkhouse and Associates.

13. May 31, 1983 lessee's estoppel certificate.

14. May 26, 1983 collateral assignment of leases between Malease and Balkhouse Associates.

15. May 31, 1983 assignment and assumption of lease rental security agreement.

16. May 26, 1983 appointment and assumption agreement.

17. May 26, 1983 confirmatory assignment of lease.

18. June 1, 1983 consent to assignment of lease from Balkhouse Associates to Balkhouse and Malease.

Since Kroger has copies of all of these documents in its file I am not producing any at this time. Of course, if you are missing anything just let me know.

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We expect that as part of its initial disclosure in accordance with Rule 26 Kroger will provide all documents arising out of, relating to or concerning the transactions described in the July 24, 2001 letter from Balkhouse Associates and Kroger to Malease. This would include any and all documents from the first moment that the transaction was contemplated, conceived, communicated or discussed through and including the date of production.

For purposes of clarification, the term "document" shall be interpreted in its broadest sense so as to include, without limitation: all writings of every kind, including the originals and all non-identical copies, whether different from the originals by reason of a notation made on such copies or otherwise, whether printed, recorded, reproduced or written by hand, which are now or have been in your actual or constructive possession, custody or control, including, but not limited to: invoices; debit memos; correspondence; letters, forms; agreements; applications; manuals; guidelines, leases; title insurance policies and commitments; mortgages; assignments; deeds; books; statements of policy and procedures; telegrams and other communications set or received; printouts; calendars, diaries, drafts; tables; computations; ledgers; notes; summaries; digests or any other record or records of any conference, meeting, visits, interviews and telephone conversations; incident or loss reports; balance sheets; employment records; test reports; financial and statistical data, including but not limited to financial statements, tabulations and balance sheets; canceled checks; checkbooks; checkbook stubs; check ledgers; analysis, surveys; transcripts of testimony and written statements; affidavits; printed matter (including published articles, brochures, newspaper advertisements and speeches); customer account statements; lien waiver; purchase and sale requirements; releases; order slips; wire orders; confirmations and other wire communications. The term "documents" also includes all photographs, films, audio recordings, video recordings, tapes, data compilations, computer records, electronic mail, and electromagnetic files, however produced, reproduced or stored.

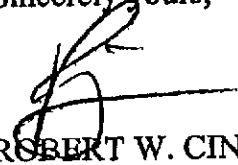
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To the extent that the definition of "document" typically used by your firm in a Rule 34 request is broader than the definition I have set forth, I shall be happy to adopt your firm's definition.

Of course, nothing in the foregoing specification is intended to in any way limit the obligations of Kroger as imposed by FRCP 26(a)(1).

Sincerely yours,



ROBERT W. CINQUE

RWC:kc

cc: R. Gary Winters, Esq.
(Via Facsimile - 513-421-7929)